

## Example Bill Of Sale

### **BILL OF SALE**

**THIS BILL OF SALE** made by and entered by and between the United States of America, acting by and through the Secretary of the Army, hereinafter called the "Government", and \_\_\_\_\_, hereinafter called the "Purchaser";

**WITNESSETH:**

**THAT** under and pursuant to the Federal Property and Administrative Services Act of 1949 (63 Stat. 377), as amended, and the delegation of authority to the Secretary of Defense from the Administrator of the General Services Administration (FPMR, Section 101-47.302-2) and the re-delegation of authority from the Secretary of Defense to the Secretary of the Army (20 Fed. Reg. 7113), the Government does hereby sell to the Purchaser \_\_\_\_\_, on \_\_\_\_\_, as described on Exhibit "A" hereinafter referred to as the "System" and located as shown on Exhibit "B", attached hereto and made a part hereof.

**NOW, THEREFORE**, in consideration of the mutual performance by each of the parties hereto, of the terms and conditions hereinafter set forth, it is mutually agreed as follows:

1. The Government agrees to sell to and the Purchaser agrees to purchase the System for the sum of \$\_\_\_\_\_, receipt of which is hereby acknowledged.

2. The System is sold "as is" and without recourse against the Government. The Government makes no representation or warranty, expressed or implied, as to condition, fitness for any use or purpose, or accuracy of the description. The Purchaser acknowledges that it has inspected the premises, knows its condition, and understands that the same is sold without any representations or warranties whatsoever and without obligation on the part of the United States to make any alterations, repairs, or additions thereto.

3. (a) This contract is subject to the Contract Disputes Act of 1978 (41 USC 601-613).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim" as used in this clause, means a written demand or written assertion by one of the parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Purchaser seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph (d) (2) below. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d) (1) A claim by the Purchaser shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the Government against the Purchaser shall be subject to a written decision by the Contracting Officer.

(2) For Purchaser claims exceeding \$100,000, the Purchaser shall submit with the claim a certification that -

(i) The claim is made in good faith;

(ii) Supporting data are accurate and complete to the best of the Purchaser's knowledge and belief; and

(iii) The amount requested accurately reflects the contract adjustment for which the Purchaser believes the Government is liable.

(3) (i) If the Purchaser is an individual, the certification shall be executed by that individual.

(ii) If the Purchaser is not an individual, the certification shall be executed by -

(A) A senior company official in charge at the Purchaser's plant or location involved; or

(B) An officer or general partner of the Purchaser having overall responsibility for the conduct of the Purchaser's affairs.

(e) For Purchaser claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Purchaser, render a decision within 60 days of the

request. For Purchaser certified claims over \$100,000, the Contractor Officer must, within 60 days, decide the claim or notify the Purchaser of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Purchaser appeals or files a suit as provided in the Act.

(g) At the time a claim by the Purchaser is submitted to the Contracting Officer or a claim by the Government is presented to the Purchaser, the parties, by mutual consent, may agree to use alternative means of dispute resolution. When using alternative dispute resolution procedures, any claim, regardless of amount, shall be accompanied by the certification described in paragraph (d)(2) of this clause, and executed in accordance with paragraph (d)(3) of this clause.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (properly certified is required), or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6 month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Purchaser shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

4. The Purchaser warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Purchaser for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this contract without liability or in its discretion to deduct from the rental price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee. (Licensed real estate agents or brokers having listings on property for rent, in accordance with general business practice, and who have not obtained such licenses for the sole purpose of effecting this contract, may be considered as bona fide employees or agencies within the exception contained in this clause.)

5. No Member of or Delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if

made with a corporation for its general benefit.

6. The Purchaser shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations and the requirements of contract DACA \_\_\_\_\_.

7. The Purchaser shall advise the Government at least 60 days prior to any subsequent sale of all or part of the system by the Purchaser to another party.

**IN WITNESS WHEREOF**, I have hereunto set my hand by authority of the Secretary of the Army, this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

**THE UNITED STATES OF AMERICA**

BY: \_\_\_\_\_

**THIS BILL OF SALE** is hereby accepted this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**PURCHASER**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

## **EXHIBIT A—INVENTORY OF PROPERTY**

[Insert the inventory of the system here.]

## **Exhibit B—Location Of Property**

[Insert the inventory of the system here.]